

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

In re: : Chapter 7
Michael A. Mignone and :
Jessica E. Mignone,
Debtors. : Bankruptcy No. 21-11232-MDC

ORDER

AND NOW, on June 28, 2021, Michael A. Mignone and Jessica E. Mignone (the “Debtors”) caused to be filed a reaffirmation agreement with creditor Quicken Loans, LLC (the “Reaffirmation Agreement”).¹

AND, the Debtors were represented by an attorney during the course of negotiating the Reaffirmation Agreement.

AND, the Debtors’ attorney filed a certification that the Debtors were counseled in accordance with 11 U.S.C. §524(c)(3).

AND, the Debtors acknowledged in writing receipt of the disclosures described in 11 U.S.C. §524(k) at or before the time the Debtors signed the Reaffirmation Agreement.

AND, this Court finds no material difference between the income and expenses disclosed by the Debtors pursuant to 11 U.S.C. §524(k)(6)(A) and the income and expenses stated on the Debtors’ Schedules I and J.

AND, there is no presumption of undue hardship pursuant to 11 U.S.C. §524(m)(1).

It is hereby **ORDERED** and **DETERMINED** that:

1. No reaffirmation hearing is necessary. 11 U.S.C. §§524(d) & (m).

¹ Bankr. Docket No. 14.

2. Court approval of the Reaffirmation Agreement is unnecessary. 11 U.S.C. §524(c) (not conditioning enforceability of reaffirmation agreement on court approval); 11 U.S.C. §524(c)(6)(A) (requiring court approval of Reaffirmation Agreement only upon certain conditions); 11 U.S.C. §524(m)(1) (the court “shall” review presumption of undue hardship if it arises).

Dated: July 13, 2021



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE

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